

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

ILLINOIS TEAMSTERS JOINT COUNCIL	)	
#25 AND EMPLOYERS APPRENTICESHIP	)	
AND TRAINING FUND,	)	
	)	CIVIL ACTION
Plaintiff,	)	
	)	NO.
vs.	)	
	)	JUDGE
C T TRUCKING, L.L.C., an Iowa limited	)	
liability company,	)	
	)	
Defendant.	)	

**COMPLAINT**

The Plaintiff, ILLINOIS TEAMSTERS JOINT COUNCIL #25 AND EMPLOYERS APPRENTICESHIP AND TRAINING FUND, by its attorneys, and for its complaint against the Defendant, C T TRUCKING, L.L.C., an Iowa limited liability company, alleges as follows:

1. This action arises under the laws of the United States and is brought pursuant to Sections 502 of the Employee Retirement Income Security Act of 1974 (hereinafter referred to as “ERISA”), 29 U.S.C. §1132 and Section 301 of the Labor-Management Relations Act of 1947, 29 U.S.C. §185.

2. Plaintiff, ILLINOIS TEAMSTERS JOINT COUNCIL #25 AND EMPLOYERS APPRENTICESHIP AND TRAINING FUND, is an “employee welfare benefit plan” and “employee benefit plan” within the meaning of ERISA, 29 U.S.C. §1002(1) and (3). Plaintiff provides training programs for individuals who are employed in the trucking and construction industries.

3. The Plaintiff has been established pursuant to a Trust Agreement entered into by Teamsters Joint Council 25 and various employers. The Plaintiff is administered within this District. Venue is appropriate in this District.

4. The Defendant, C T TRUCKING, L.L.C., is an Iowa limited liability company organized and existing under the laws of the State of Iowa and maintains an office at 3006 245th Street, DeWitt, Iowa 52742. Defendant is an “employer” within the meaning of ERISA, 29 U.S.C. §1002(5).

5. At all times involved herein, Defendant has been party to a collective bargaining agreement with Teamsters Local 371 (hereinafter referred to as “Agreement”). The Agreement sets forth the wages, benefits and working conditions applicable to Defendant’s bargaining unit employees.

6. Article 24 of the Agreement obligates Defendant to make monthly contributions to the Plaintiff for each hour worked by a bargaining unit employee at the rate of \$.25 per hour.

7. From January 2009 through December 2014, the Defendant failed to make contributions to Plaintiff as required by the Agreement. Based on information provided to the Fund, it has been determined that for this period the Defendant owes contributions totaling \$4,680.00.

8. The Plaintiff has made demand for payment of the unpaid contributions.

9. Defendant has wrongfully, and without justification, failed and refused to pay the amounts owed.

WHEREFORE, Plaintiff, ILLINOIS TEAMSTERS JOINT COUNCIL #25 AND EMPLOYERS APPRENTICESHIP AND TRAINING FUND, prays as follows:

- a. That judgment be entered in favor of Plaintiff and against Defendant, C T TRUCKING, L.L.C., an Iowa limited liability company, for the period January 2009 through December 2014 in the amount of \$6,037.20, which represents the total of the following:
  1. \$4,680.00 in unpaid fringe benefit contributions;
  2. \$936.00 in liquidated damages as provided by Section 502(g)(2) of ERISA, 29 U.S.C. §1132(g);
  3. \$421.20 in interest.
- b. That Plaintiff be awarded its costs, including reasonable attorneys' fees, as provided in Section 502(g)(2) of ERISA.
- c. For such further relief as the Court may deem appropriate.

/s/ Laura M. Finnegan

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